

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 3 PAGES	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 19 May 2003		4. REQUISITION/PURCHASE REQ. NO. W38XGR-3076-1678		5. PROJECT NO. (If applicable) DACW66-03-B-0006	
6. ISSUED BY		CODE W38XGR		7. ADMINISTERED BY (If other than Item 6)		CODE	
Department of the Army Memphis District, Corps of Engineers 167 North Main Street, Rm B202 ATTN: CEMVM-CT Memphis, TN 38103-1894							
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. DACW66-03-B-0006			
				<input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 29 APR 2003			
				<input type="checkbox"/> 10A. MODIFICATION OF CONTRACTS/ORDER NO.			
				<input type="checkbox"/> 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This solicitation for Trotters, Mississippi Landside Berm - Parcel 1, Tunica County, Mississippi, scheduled to open 29 MAY 2003 at 2:30 p.m., is amended as follows:

- DRAWING NO. 2. Drawing No. 2, File No. 102/002b0311 is deleted and replaced with Drawing No. 2, File No. 102/002c0311.
- Section 00100 - Instructions to Bidders: Contract Clause No. 52.232-15 entitled "Progress Payments Not Included", is deleted in its entirety.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED	

3. Specifications Section 02230, Paragraph 3.4.1. Delete paragraph 3.4.1 in its entirety and replace it with the following paragraph 3.4.1:

3.4.1 General

The borrow areas shall conform to requirements prescribed herein and as shown on the drawings. The permissible depth in the borrow pits is 8 feet below natural ground, but the right is reserved in accordance with the CONTRACT CLAUSE entitled "Changes" to modify the permissible depth in accordance with subsurface conditions determined as work proceeds and/or as directed by the Contracting Officer. Slopes on three sides of each borrow pit shall be constructed to 1V on 3H with slopes on the remaining side constructed to 1V on 10 H as shown on the plans. Pit boundaries shall be irregular, but contained within the right-of-way limits provided on the drawings. The borrow areas excavated under this contract shall be drained and kept dry during excavation, as excavation will not be permitted in water nor shall excavated material be scraped, dragged or otherwise moved through water. Drainage of the borrow areas during excavation shall be accomplished at the Contractor's expense by ditching, sump pumping or other approved methods. The borrow areas excavated under this contract and flooded during high water stages shall be drained and allowed to dry as quickly as practicable after the high water has passed. The rights-of-way for drainage during excavation shall be the rights-of-way shown on the drawings; however, the Contractor, at his option, may use the rights-of-way for drainage outside the rights-of-way shown on the drawings provided that their location and dimensions are approved by the Contracting Officer, and provided that the Contractor has submitted written evidence to the Contracting Officer that he has obtained the rights-of-way from the property owners. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the rights-of-way, prepared and executed in accordance with the laws of the State of Mississippi. If temporary rights are obtained by the Contractor, the period of time shall coincide with SECTION 0800, paragraph 1.1 hereof, plus a reasonable time for any extension granted for completion of the work. The Contractor shall be solely responsible for any and all damages, claims for damages, and liability of any nature whatsoever arising from or growing out of the use of rights-of-way for drainage outside of the rights-of-way indicated on the drawings. Except as required by variable right-of-way widths and the irregular pit boundaries as described above, abrupt changes in borrow area alignment shall be avoided. The excavation of the borrow areas shall be made throughout the length of the borrow areas, and be continuous at full depth as applicable to each pit as necessary to provide the required quantity of suitable available fill material and to meet the requirement of construction of an island in each pit as specified herein below. At least one island shall be constructed in each borrow pit. Each island will have an exposed crown width of 6 to 8 feet, a length of 20 feet, and 1V on 5H side slopes. The location of the island shall be designated by the Contracting Officer. The island shall either consist of unexcavated material or shall be constructed after excavation utilizing suitable material remaining in the pit. The order of excavation in the borrow areas shall be as shown on the drawings. Moisture content will not be considered in determining

suitability of material, however, moisture control as specified in paragraph 3.4.3 may be required by the Contracting Officer.

4. Specifications Section 02230, Paragraph 3.4.2. Delete paragraph 3.4.2 in its entirety and replace it with the following paragraph 3.4.2:

3.4.2 Pit Location and Depth

The three borrow areas shall be located as indicated on the drawings. The allowable depth of each borrow area shall conform to the applicable slopes originating at the applicable control line and descending to the applicable depth of 8 feet below natural ground as directed by the Contracting Officer, thence progressing at such depth, and toeing out on the applicable ascending slope, all within the boundaries of each borrow pit as shown on the drawings. Side and end slopes of the excavation shall be as shown on the drawings, unless otherwise directed by the contracting officer. No material shall be obtained closer to the levee than indicated on the drawings.

5. Specifications Section 02230, Paragraph 3.4.4. Delete paragraph 3.4.4 in its entirety and replace it with the following paragraph 3.4.4:

3.4.4 Excavation Plan

The excavation shall begin at the line specified on the plans for each borrow pit, and shall progress in the direction indicated on the plans. The fill material from the borrow pits shall be placed in the fill areas as specified in the plans and paragraph 3.5.2. The Contractor shall submit an excavation plan for each pit for approval by the Contracting Officer and shall not begin excavation until the Contracting Officer's approval has been received. The Contractor shall submit a plan for each pit for making optimum use of available borrow, including the Contractor's proposed methods for constructing the island in each pit.

6. Specifications Section 02230, Paragraph 3.4.5.2 Delete paragraph 3.4.5.2 in its entirety and replace it with the following paragraph 3.4.5.2:

3.4.5.2 Unsuitable Materials

Materials which are classified as unsuitable as fill material are defined as masses of organic matter, sticks, branches, roots, and other debris. These materials are unsuitable as fill material and will be ordered wasted and shall be disposed of in portions of the borrow pits excavated under this contract. The materials shall be placed in piles under the direction of the Contracting Officer.